

# *Get a Better Trader*



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## *TERMS & CONDITIONS*

# Get a Better Trader Scheme

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## **The Waltham Forest Get a Better Trader Scheme**

The name of the scheme is to be “**The Waltham Forest Get a Better Trader Scheme**”. The philosophy is that it will be a shared responsibility between Trading Standards (TS) and the Building Trade.

The terms and conditions for the scheme are detailed as follows:

### **1.) *General Conditions for Eligibility***

- The business concerned must have been in existence for at least 12 months within the same Borough.
- If however the business has moved into the Borough from another area, acceptance may be allowed after examination of independent references and making general enquiries.
- Full details of business, including names of ownership, registered address, management and employee levels and details of trade activities, to be provided at time of application.
- Businesses must have adequate public liability insurance and a copy of the certificate must be provided at time of application.
- Businesses with convictions or formal cautions, which TS deem to be unsatisfactory will not be eligible to join the scheme for 5 years.
- The business must comply with the spirit of the law in which there is a commitment to deal with customers fairly, courteously and follow good business practice.
- Businesses should have an effective customer complaint procedure in place and a nominated complaints officer, whose name will be given on request.
- Businesses should provide appropriate staff training in respect of all aspects of fair-trading and ensure that all employees are made aware of the scheme details and obligations.
- A commitment to ensure that no discrimination occurs in the provision of the service.

### **2.) *Membership***

- Application for membership is limited to businesses within the London Borough of Waltham Forest.
- Certification will only be valid for the business name specified on the certificate; it does not apply to multiple business names.
- Membership will be renewable annually.
- Membership is conditional upon Members having their procedures and practices audited by Trading Standards (TS).

- Members who meet the criteria of eligibility will be entitled to utilise all the benefits of the scheme.
- Membership does not imply, directly or indirectly, any recommendation or approval by TS.
- Members are entitled to utilise the scheme logo on premises and documentation. Members cannot claim recommendation by Waltham Forest TS.
- A register of Members will be made available to the public and media on request.
- If a Member leaves the scheme, or if there is a revocation of Membership the utilisation of the schemes logo will cease immediately. All advertisements and business documentation will be modified within 28 days of the date of notice.
- Potential Members will be advised in writing the reasons for refusal and remedial action, if any before they join the scheme. A business has the right of appeal in writing to the Chief Officer (Trading Standards). Any appeal must be made within 14 days of the notification of the decision to refuse or revoke membership.
- Trading Standards reserves the right to refuse or revoke membership if either the potential Member fails to meet conditions, or existing Members have contravened the conditions of Membership.
- Membership is conditional upon acceptance and adherence to the conditions of the scheme.
- A certificate indicating Membership of the scheme shall remain the property of TS. If Membership ceases for whatever reason the certificate shall be returned to TS.

### **3.) Business Benefits**

- Members will be awarded an annual certificate, together with the right to use the scheme logo in documentation and company vehicles.
- Trading Standards will provide an information pack on criminal and civil legislation.
- Free general advice on consumer legislation will be provided on request to any Member and confirmed in writing. TS will give notification of changes in relevant legislation.
- Free assistance and advice on general staff training will be given as appropriate.
- TS will review business systems to ascertain suitability to enter the scheme. Free advice will be provided to improve such systems.
- A dedicated officer within TS will be nominated to act as Liaison Officer as first point of contact for consumer law advice, to aid quick and impartial resolution of complaints.
- TS will maintain a list of Members. Copies will be provided to consumers, media, libraries and Citizens Advice Bureaux on request.
- TS will provide Members with a scheme logo to be used in relation to the named business only. Such logo is copyright but can be used on Members' stationery, invoices, advertisements, etc. without prior approval. Additional display/advertising material featuring the logo may be available from TS at a reasonable cost.
- A consumer guide regarding details of the scheme will be provided to the Members to distribute to their customers.

- Details of Members of the scheme may be publicised in local media publications.
- Details of Members of the scheme will be provided on the Council's Website.
- Management of a customer satisfaction survey monitoring relating to Scheme Members will be dealt with through TS.

#### **4.) Member Commitment**

- The Member undertakes to comply with the spirit and letter of the law including the principle and commitments of the partnership.
- The Member will provide TS with full details of current ownership, registered address, management and employee levels and trade activities. Any changes in this status will be notified immediately.
- Management controls must ensure that all employees and subcontractors are fully trained for the work they are to carry out, and are aware of the schemes details and their obligations. Full comprehensive records of such training will be kept, and made available to TS if requested.
- An agreed company customer complaint procedure will be fully implemented and strictly adhered to.
- The Member must keep a copy of the Scheme's terms and conditions to be made available for customers & staff.
- The member must inform staff that training information will be disclosed in order to comply with the scheme.
- Contract terms shall be fair, in plain English and clearly legible.
- Any guarantee or warranty provided by the Member shall be in addition to customer's statutory rights.
- Members must have public liability insurance with a minimum indemnity of £1,000,000.

#### **5.) Customer Complaints Procedure**

- Members will have an effective customer complaint procedure in place, understood and implemented by all employees and subcontractors.
- Any consumer complaint will be dealt with in a prompt, effective and courteous manner in accordance with good business practice.
- A person will be nominated within each member organisation, to have overall responsibility for customer complaints. A deputy person will also be nominated to cover in the event of absenteeism. If employees cannot deal with complaints, the case is to be given immediately to the nominated person. Details of the nominated person and deputy will be prominently displayed on the premises or on headed paper and given to the consumer where necessary.
- If a complaint from a consumer has been received by TS first, regarding a Member, the consumer will initially be referred back to the business to resolve the problem. However details of the complaint will be taken for reference. TS in parallel may also initiate an

investigation, which may involve a criminal aspect. The complainant will also be free to take civil action if deemed necessary.

- If it is not possible to resolve a customer complaint within 14 days, the customer will be given a written explanation of the events, including offers of redress, and the anticipated future action of the Member. With the customer's permission, a copy of the explanation will be forwarded to TS for their records or for their assistance in reaching a solution by the utilisation of the TS liaison officer. A member will co-operate, acknowledge and respond to advice given by TS.
- If both parties seek Trading Standards arbitration, full details of the complaint will be provided. The Trading Standards arbitration panel will inform both parties of their decision in writing within 14 days.
- Nothing in the scheme shall preclude either party from seeking redress through legal action in the Civil Courts.
- If a member is part of any trade association, which has its own code of practice, the terms of the code must also be followed.
- A record of all customer complaints must be kept for a minimum of 12 months from the conclusion of the complaint. These records must be available for inspection by TS upon request.

## **6.) Supply of Goods and Services**

- The business will ensure full compliance with consumer protection legislation, and appropriate civil legislation.
- All descriptions of goods and services, however made, will be accurate, honest and truthful.
- A written contract, agreed and signed by both parties shall be made out for all sales transactions and a copy given to the buyer.
- Any additional purchases, such as additional warranties, shall be itemised separately.
- Any brochures available must be as current as possible. Brochures that are not current must be identified as such. Any known inaccuracies in brochures must be pointed out to the consumer.
- A potential customer shall be made fully aware of the price details of the goods and services. Prices given must not be misleading.
- Sales personnel shall endeavour to make the customer aware of their rights and obligations relating to a particular method of payment and any penalties.
- Any changes or amendments to goods or services, their specification or delivery details outside the control of the business shall be communicated to customers as soon as practicable. Contractual or substantial changes shall be communicated in writing and the customers shall have the right to a penalty free withdrawal.
- Advertising shall not be misleading, be correct and comply with legal requirements. If goods become unavailable the advertising shall either be amended or withdrawn.
- No servicing or repair work will be carried out without the customer's express permission.

- If a quotation is given, this is legally binding and cannot be altered.
- An estimate for the cost of the repairs or servicing will be given prior to commencement of any work in writing wherever possible. Should the cost of the work exceed the estimate, the customer's permission must be obtained prior to commencement of the work, unless a prior arrangement has been made with the customer.
- Parts replaced during service or repair will be made available for return to the customer for 24 hours following the work. Where a warranty claim is involved or the parts have to be returned to the supplier the customer should be given the opportunity to inspect them prior to their return. Customers should be informed of their right to inspect parts.
- Second-hand or reconditioned parts will not be used unless agreed with the customer prior to commencement of the work.
- An accurate invoice/receipt must be given to a purchaser. Invoices should be itemised and give full details of the work carried out, materials used and a breakdown of the costs including labour charges, address and the business name.
- The customers property will be treated with reasonable care at all times.

## **7.) Liability to Customers**

- The Council, its members and its officers will accept no liability in respect of any claims, proceedings or actions by or against Scheme Members, or any costs incurred by Scheme Members. This also includes any costs incurred by Scheme Members that arise by virtue of the fact that the business is a member of the Scheme.

## **8.) Examples of Criteria for withdrawing membership**

- Falsely representing the business or their employees as having been approved by The Council, The Trading Standards Service or any associated personnel.
- Supplying defective or inferior goods or materials.
- Non payment of county court judgements.
- Unwillingness to resolve civil disputes / lack of records showing resolution.
- Misuse of logo / unauthorised use of the logo.
- Breaching terms and conditions of the Scheme.
- Failure to comply with legal requirements enforced by other Council departments and other enforcement agencies.
- Refusal to co-operate with audits by Trading Standards personnel.
- Misrepresenting any finance package provided or brokered by the member.

**Please note** – this is not an exhaustive list.

## 9.) Right to vary terms and conditions of the scheme

The Scheme administrator's TS reserve the rights to amend the terms and conditions of the Scheme by way of written notice. Should the new terms and conditions be unacceptable to any Scheme Members they will be entitled to cancel their membership and will receive an appropriate proportional reimbursement of fees paid if applicable.

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